

Remarks

The Office Action mailed August 9, 2006, and made final, has been carefully reviewed and the foregoing amendment has been made in consequence thereof.

Claims 1-11 and 13-16 are now pending in this application. Claims 1-11 and 13-15 stand rejected. Claim 12 was previously canceled. Claim 16 has been newly added. No new matter has been added. No fee calculation sheet is needed for the newly added claim.

In accordance with 37 C.F.R. 1.136(a), a two-month extension of time is submitted herewith to extend the due date of the response to the Office Action dated August 9, 2006, and made final, for the above-identified patent application from November 9, 2006, through and including January 9, 2007. In accordance with 37 C.F.R. 1.17(a)(3), authorization to charge a deposit account in the amount of \$450.00 to cover this extension of time request also is submitted herewith.

The rejection of Claims 1-11 and 13-15 under 35 U.S.C. § 103(a) as being unpatentable over Reader (U.S. Publication No. 2002/0143583) in view of Underwood (U.S. Patent No. 5,873,066) in view of Lundegren (U.S. Publication No. 2002/0143584) is respectfully traversed.

Applicant respectfully submits that none of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest the claimed invention. As discussed below, at least one of the differences between the cited references and the present invention is that none of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest a process for a reinsurer to facilitate administration of a facultative automatic reinsurance agreement between a cedant and a reinsurer using a computer system, wherein the process includes *providing an automatic reinsurance agreement entered into between the cedant and the reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy a reinsurance criteria, the automatic reinsurance agreement includes the reinsurance criteria and the reinsurance criteria describes at least one of types of risks and classes of business to be automatically reinsured under the reinsurance agreement without further underwriting by the reinsurer.* (Emphasis added.)

Moreover, none of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest comparing the terms entered by the cedant for each insurance policy included on an initial report to *the reinsurance criteria*, and preventing any of the policies for which the terms *do not comply with the reinsurance criteria* from being included on a final report to be submitted to the reinsurer for coverage under the automatic reinsurance agreement. (Emphasis added.)

Rather, Reader describes displaying on a client's browser an underwriting page that includes a plurality of underwriting questions to be answered by the client for renewing a contract the client is authorized to access; Underwood describes a system for managing the underwriting, quoting, and binding by an insurance company of an excess casualty insurance policy for an insured having a primary insurance policy with a primary insurance limit amount; and Lundegren describes an insurance auction process that includes establishing by the sponsor of the auction a network of participating insurers, posting by the sponsor a request for insurance for a cedent and an analysis of the request for insurance, enabling participating insurers to submit bids to cover a portion of the insurance.

Notably, none of Reader, Underwood or Lundegren, considered alone or in combination, describe, suggest or even mention *an automatic reinsurance agreement entered into between the cedant and the reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy a reinsurance criteria*. (Emphasis added.)

Reader describes an online reinsurance renewal method. The method includes providing a renewal web site that is accessible by a client and includes interactive web pages, which display policies or reinsurance contracts of the client and their status. The client selects a contract to renew and is transferred to an underwrite page which presents underwriting questions to determine if changes have occurred relative to the insured risk which would preclude automatic renewal. If no such changes are recorded, an authorization page is displayed including the terms for renewal. The client can electronically accept the terms by selecting a bind button. If changes to the insured risk are recorded, the client is prompted to electronically provide additional information to an underwriter to complete the underwriting process.

Underwood describes a computer-implemented system for managing the underwriting, quoting, and binding by an insurance company of an excess casualty insurance policy for an insured having a primary insurance policy with a primary insurance limit amount. The system selects and stores at least one standard industrial classification code ("SIC code") associated with the insured and a primary carrier name or multiple carriers associated with the primary insurance policy. A plurality of SIC code records corresponding to a plurality of SIC codes are stored in a database. Each of the SIC code records are linked to underwriting guidelines established and filed by the insurance carrier. These criteria include guidelines related to minimum premiums, hazard rating, underwriting authority, and referral criteria. Primary insurance carrier public bureau rating records are also stored in the database. Each of the primary insurance carrier public bureau rating records includes a field for storing a rating code representing a financial stability rating associated with a primary insurance carrier. The system displays for the insurance carrier underwriter a plurality of candidate risk modifiers associated with the retrieved SIC code record, and for documenting and storing a selected risk modifier code and related underwriting criteria associated with the policy. The system develops the quotation using a detailed description of the insured's operation, the minimum premium amount information, the selected hazard code, the selected risk modifier code, primary insurance limits, and one or more attachment points.

Lundegren describes an insurance or reinsurance auction process that includes preliminary steps of establishing a network of participating reinsurers and establishing a insurance capacity for each participating reinsurer. Upon receipt of a request for reinsurance from a cedent, an underwriting analysis of the request for reinsurance is performed by the sponsor of the auction and underwriting report is produced. The request for reinsurance and the underwriting report are posted enabling participating reinsurers to submit bids to cover a portion of the reinsurance. Each bid includes a maximum percentage of reinsurance offered and a rate. After receiving the bids, the sponsor selects those bids which fulfill the request for reinsurance at an optimized rate and offers those bids, as a reinsurance proposal, to the cedent. The sponsor may guarantee payment of claims by the reinsurers, and if it does it assesses a credit risk charge to the rate charged to the cedent.

Claim 1 recites a process for a reinsurer to facilitate administration of a facultative automatic reinsurance agreement between a cedant and a reinsurer using a computer system, wherein the process comprises the steps of “providing an automatic reinsurance agreement entered into between said cedant and said reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy a reinsurance criteria, said automatic reinsurance agreement including said reinsurance criteria, said reinsurance criteria describing at least one of types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by said reinsurer...entering said reinsurance criteria into a database using said computer system...providing said cedant access to said database...instructing said cedant to enter into said database, terms for each insurance policy said cedant intends to submit for coverage under said automatic reinsurance agreement, wherein said cedant submits an initial report using said computer system including each policy submitted for coverage under said automatic reinsurance agreement...comparing said terms entered by said cedant for each insurance policy included on the initial report to said reinsurance criteria...and preventing any of said policies, for which said terms do not comply with said reinsurance criteria from being included on a final report to be submitted to said reinsurer for coverage under said automatic reinsurance agreement.”

None of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest a process as recited in Claim 1. For example, none of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest a process for a reinsurer to facilitate administration of a facultative automatic reinsurance agreement between a cedant and a reinsurer using a computer system, wherein the process includes *providing an automatic reinsurance agreement entered into between the cedant and the reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy a reinsurance criteria*, the automatic reinsurance agreement includes the reinsurance criteria and *the reinsurance criteria describes at least one of types of risks and classes of business to be automatically reinsured under the reinsurance agreement without further underwriting by the reinsurer.* (Emphasis added.)

Moreover, none of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest comparing the terms entered by the cedant for each insurance policy included on an initial report to *the reinsurance criteria*, and preventing any of the policies for which the terms *do not comply with the reinsurance criteria* from being included on a final report to be submitted to the reinsurer for coverage under the automatic reinsurance agreement. (Emphasis added.)

Notably, none of Reader, Underwood or Lundegren, considered alone or in combination, describe, suggest or even mention *an automatic reinsurance agreement entered into between the cedant and the reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy a reinsurance criteria*. (Emphasis added.)

In fact, the Office Action acknowledges at page 3 that Reader and Underwood do not describe a “process having ‘providing an automatic reinsurance agreement between said cedant and said reinsurer, said automatic reinsurance agreement setting forth a reinsurance criteria...wherein said cedant submits an initial report using said computer system including each policy submitted for coverage under said automatic reinsurance agreement’....” However, the Office Action asserts at page 3 that “these features are known in the art as evidenced by Lundegren.” Applicant traverses this assertion.

Specifically, the Office Action asserts that paragraphs 0034-0038 of Lundegren suggests the “process for a reinsurer having ‘providing an automatic reinsurance agreement between said cedant and said reinsurer, said automatic reinsurance agreement setting forth a reinsurance criteria...wherein said cedant submits an initial report using said computer system including each policy submitted for coverage under said automatic reinsurance agreement’....” Applicant traverses this assertion.

As discussed below, Applicant submits that Lundegren does not describe or suggest *providing an automatic reinsurance agreement entered into between the cedant and the reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy a reinsurance criteria*. Lundegren provides at paragraphs 0034-0038 in relevant part as follows:

In addition to establishing the eligibility and capacity criteria for participating reinsurers, the sponsor also develops contracts and rules governing the operation of the network, the auction process, servicing and maintenance of the completed reinsurance program or deal, and the rights and obligations of the sponsor, the reinsurers and the primary insurers involved in the auction process.

Having established the eligibility criteria and capacity criteria for reinsurers and the agreements and rules which will govern the auction network and process, the sponsor then solicits and enlists reinsurers to participate in the reinsurance auction network. In the solicitation process, the sponsor will obtain the necessary information and documents from potential participating reinsurers to evaluate their eligibility and determine their capacity. The sponsor will also determine what lines of insurance each reinsurer is interested in reinsuring. The sponsor then evaluates the information and documents provided by the reinsurers to determine their eligibility to participate in the reinsurance network and the scope and terms of this participation, such as capacity or lines upon which the reinsurer can bid.

The sponsor then enters into contractual agreements with eligible reinsurers meeting the eligibility criteria and interested in participating in the auction network. Reinsurers selected to participate in the reinsurance network may be referred to as network reinsurers or participating reinsurers....

In addition to soliciting and enlisting network reinsurers, the sponsor also solicits and enlists primary insurers or cedents interested in seeking proposals for reinsurance through the auction network. The sponsor solicits primary insurers offering coverage in the lines for which the sponsor has enrolled reinsurers interested in offering their reinsurance services. The sponsor then enters into contractual agreements with selected primary insurers interested in utilizing the auction network. The selected primary reinsurers may also be referred to as customers or clients. The sponsor sets up separate data records, accounts or files for each primary insurer in the system server 15....

Although the preliminary steps described generally have to occur to some degree before the auction network can become operational, it is to be understood, that the network sponsor will periodically or continually solicit additional reinsurers and primary insurers to participate in the auction network. In addition, the rules and contractual agreements as well as the lines and types of coverage provided will evolve and change over time.

In other words, paragraphs 0034-0038 of Lundegren actually describe certain preliminary steps the sponsor of the auction process would likely take before the auction network can become operational. For example, the sponsor of the auction may establish the eligibility and capacity criteria for participating reinsurers; develop contracts and rules governing the operation of the auction process; solicit and enlist reinsurers to participate in the reinsurance auction network;

obtain the necessary information and documents from potential participating reinsurers to evaluate their eligibility and determine their capacity; determine what lines of insurance each reinsurer is interested in reinsuring; enter into contractual agreements with eligible reinsurers meeting the eligibility criteria and interested in participating in the auction network; solicit and enlist primary insurers or cedents interested in seeking proposals for reinsurance through the auction network; and enter into contractual agreements with selected primary insurers interested in utilizing the auction network.

Lundegren does not describe or suggest providing an automatic reinsurance agreement entered into between the cedant and the reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy a reinsurance criteria. Rather, Lundegren describes an insurance auction process that includes a sponsor of the auction establishing a network of participating reinsurers, and then soliciting and enlisting primary insurers or cedents interested in seeking proposals for reinsurance through the auction network, wherein the participating reinsurers submit bids to supply reinsurance to the insurers or cedents. Notably, Lundegren does not describe or suggest *an automatic reinsurance agreement entered into between the cedant and the reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy a reinsurance criteria.*

In addition, the Office Action asserts at page 4 that it would have been “obvious to one of ordinary skill in the art at the time of the invention to have included the features of Lundegren within the collective teachings of Reader and Underwood with the motivation of providing the cedent an opportunity to adjust participation level of the bidding reinsurers, whether or not the reinsurer was included in the sponsor’s proposal.” Applicant respectfully submits that even assuming, *arguendo*, that there is motivation for combining Lundegren with Reader and Underwood, which Applicant denies, the motivation provided in the Office Action is completely unrelated to the present invention. The motivation is described in the Office Action as “providing the cedent an opportunity to adjust participation level of the bidding reinsurers, whether or not the reinsurer was included in the sponsor’s proposal.” However, the present invention does not describe *adjusting participation levels of bidding reinsurers*. In fact, the present invention has absolutely nothing to do with bidding reinsurers since the present invention

describes an automatic reinsurance agreement entered into between the cedant and the reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy a reinsurance criteria. There are no bidding reinsurers described in the present invention. According, the so called motivation to combine these references as described in the Office Action is completely unrelated to the present invention.

Because none of Reader, Underwood or Lundegren describes or teaches one or more of the claimed elements of Claim 1, it follows that a combination of Reader, Underwood and Lundegren cannot describe or teach such elements. Accordingly, for at least the reasons set forth above, Applicant respectfully submits that Claim 1 is patentable over Reader in view of Underwood in view of Lundegren.

Claim 2 recites a process for a reinsurer to facilitate submitting bordereaux using a computer system, each bordereau including a listing of insurance policies to be covered under a facultative automatic reinsurance agreement, the process including the steps of, "entering into an automatic reinsurance agreement between a cedant and a reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy a reinsurance criteria, said automatic reinsurance agreement establishing said reinsurance criteria, said reinsurance criteria describing at least one of types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by said reinsurer entering said reinsurance criteria into a database using said computer system ... providing said cedant access to said database ... instructing said cedant to enter into said database, terms for each insurance policy said cedant intends to submit for coverage on a bordereau under said automatic reinsurance agreement, wherein said cedant submits an initial bordereau using said computer system including each policy submitted for coverage under said automatic reinsurance agreement comparing said terms entered by said cedant for each insurance policy included on the initial bordereau to said reinsurance criteria ... if in said comparison step, said terms comply with said reinsurance criteria, permitting said policy to be incorporated by said system on a final bordereau ... if in said comparison step, said terms do not comply with said reinsurance criteria, said computer system sending a message to said cedant noting the terms that do not comply with said reinsurance criteria and instructing said cedant to

correct any errors in said terms entered in said database or submit a request that said reinsurer cover said policy under said automatic reinsurance agreement despite the non-compliance of said terms with said reinsurance criteria.”

None of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest a process as recited in Claim 2. For example, and as discussed above with respect to Claim 1, none of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest a process for a reinsurer to facilitate submitting bordereaux using a computer system, wherein the process includes *entering into an automatic reinsurance agreement between a cedant and a reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy a reinsurance criteria*, the automatic reinsurance agreement establishes the reinsurance criteria and *the reinsurance criteria describes at least one of types of risks and classes of business to be automatically reinsured under the reinsurance agreement without further underwriting by the reinsurer.* (Emphasis added.)

Moreover, none of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest comparing the terms entered by the cedant for each insurance policy included on the initial bordereau *to the reinsurance criteria*, and if the terms *do not comply with the reinsurance criteria*, the computer system *sends a message to the cedant noting the terms that do not comply with the reinsurance criteria and instructs the cedant to correct any errors in the terms entered in the database or submit a request that the reinsurer cover the policy under the automatic reinsurance agreement despite the non-compliance of the terms with the reinsurance criteria.* (Emphasis added.)

Notably, none of Reader, Underwood or Lundegren, considered alone or in combination, describe, suggest or even mention *an automatic reinsurance agreement between the cedant and a reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy a reinsurance criteria.* (Emphasis added.)

Because none of Reader, Underwood or Lundegren describe or teach one or more of the claimed elements of Claim 2, it follows that a combination of Reader, Underwood and/or Lundegren cannot describe or teach such elements. Accordingly, for at least the reasons set forth

above, Applicant respectfully submits that Claim 2 is patentable over Reader in view of Underwood in view of Lundegren.

Claim 3 depends from independent Claim 2. When the recitations of Claim 3 are considered in combination with the recitations of Claim 2, Applicant submits that dependent Claim 3, for at least this reason, is likewise patentable over Reader in view of Underwood in view of Lundegren.

Claim 4 recites a computer system for maintaining and administering a facultative automatic type reinsurance agreement between a cedant and a reinsurer and pursuant to which reinsurance is provided for individual insurance policies, the computer system including, “a server including a processor...a database connected to said processor for storing data...and a program executable on said processor...to collect reinsurance criteria established by said reinsurance agreement and store said reinsurance criteria in said database, said reinsurance agreement previously entered into between said cedant and said reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy said reinsurance criteria, said reinsurance criteria describing at least one of types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by said reinsurer...to collect insurance policy data including policy and ceding terms regarding each individual insurance policy for which coverage is sought by said cedant under said reinsurance agreement and store said policy data in said database...to generate an initial report including each insurance policy for which coverage is sought by said cedant under said reinsurance agreement...to compare said policy and ceding terms for each insurance policy included on the initial report to said reinsurance criteria and determine if said policy and ceding terms comply with said reinsurance criteria...and to generate a final report including each insurance policy having policy and ceding terms that comply with said reinsurance criteria.”

None of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest a computer system as recited in Claim 4. For example, and as discussed above with respect to Claims 1 and 2, none of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest a computer system for maintaining and administering a

facultative automatic type reinsurance agreement between a cedant and a reinsurer wherein the computer system has a program executable on a processor to collect *reinsurance criteria established by the reinsurance agreement* and store the reinsurance criteria in the database, *the reinsurance agreement previously entered into between the cedant and the reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy the reinsurance criteria and the reinsurance criteria describes at least one of types of risks and classes of business to be automatically reinsured under the reinsurance agreement without further underwriting by the reinsurer.* (Emphasis added.)

Moreover, none of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest a computer system with a program *to compare the policy and ceding terms for each insurance policy included on an initial report to the reinsurance criteria and determine if the policy and ceding terms comply the said reinsurance criteria.* (Emphasis added.)

Notably, none of Reader, Underwood or Lundegren, considered alone or in combination, describe, suggest or even mention *a reinsurance agreement previously entered into between the cedant and the reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy the reinsurance criteria.* (Emphasis added.)

Because none of Reader, Underwood or Lundegren describe or teach one or more of the claimed elements of Claim 4, it follows that a combination of Reader, Underwood, and/or Lundegren cannot describe or teach such elements. Accordingly, for at least the reasons set forth above, Applicant respectfully submits that Claim 4 is patentable over Reader in view of Underwood in view of Lundegren.

Claims 5-11 depend from independent Claim 4. When the recitations of Claims 5-11 are considered in combination with the recitations of Claim 4, Applicant submits that dependent Claims 5-11, for at least this reason, are likewise patentable over Reader in view of Underwood in view of Lundegren.

Claim 13 recites a process for preparing a bordereau for submission to a reinsurer using a computer system, the bordereau including a listing of individual insurance policies to be covered under a facultative automatic reinsurance agreement, the process including the steps of, “providing an automatic reinsurance agreement entered into between a cedant and said reinsurer wherein said reinsurer agrees to automatically reinsure insurance policies associated with said cedant that satisfy a reinsurance criteria, said automatic reinsurance agreement including said reinsurance criteria, said reinsurance criteria describing at least one of types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by said reinsurer...storing said reinsurance criteria in a database coupled to said computer system...accessing said database using said computer system...entering into said database, policy and ceding terms for each insurance policy intended by said cedant to be included in said listing on said bordereau...causing the computer system to compare said policy and ceding terms entered into said database for each insurance policy to said reinsurance criteria to determine if said policy and ceding terms comply with said reinsurance criteria...and generating a bordereau using said computer system including a listing of each of said insurance policies in which said policy and ceding terms comply with said reinsurance criteria.”

None of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest a process as recited in Claim 13. For example, and as discussed above with respect to Claims 1, 2, and 4, none of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest a process for preparing a bordereau for submission to a reinsurer using a computer system wherein the process includes *providing an automatic reinsurance agreement entered into between a cedant and the reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy a reinsurance criteria*, the automatic reinsurance agreement including the reinsurance criteria and *the reinsurance criteria describing at least one of types of risks and classes of business to be automatically reinsured under the reinsurance agreement without further underwriting by the reinsurer*. (Emphasis added.)

Moreover, none of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest a process that includes causing the computer system to

compare the policy and ceding terms entered into the database for each insurance policy to the reinsurance criteria to determine if the policy and ceding terms comply with the reinsurance criteria. (Emphasis added.)

Notably, none of Reader, Underwood or Lundegren, considered alone or in combination, describe, suggest or even mention *an automatic reinsurance agreement entered into between the cedant and the reinsurer wherein the reinsurer agrees to automatically reinsure insurance policies associated with the cedant that satisfy the reinsurance criteria.* (Emphasis added.)

Because none of Reader, Underwood or Lundegren describe or teach one or more of the claimed elements of Claim 13, it follows that a combination of Reader, Underwood, and/or Lundgren cannot describe or teach such elements. Accordingly, for at least the reasons set forth above, Applicant respectfully submits that Claim 13 is patentable over Reader in view of Underwood in view of Lundegren

Claims 14 and 15 depend from independent Claim 13. When the recitations of Claims 14 and 15 are considered in combination with the recitations of Claim 13, Applicant submits that dependent Claims 14 and 15, for at least this reason, are likewise patentable over Reader in view of Underwood in view of Lundegren.

For at least the reasons set forth above, Applicant respectfully requests that the Section 103 rejection of Claims 1-11 and 13-15 as being unpatentable over Reader in view of Underwood in view of Lundegren be withdrawn.

In addition to the arguments set forth above, Applicant further submits that the rejection of Claims 1-11 and 13-15 under 35 U.S.C. § 103(a) as being unpatentable over Reader in view of Underwood in view of Lundegren is further traversed on the grounds that the Section 103 rejection of the presently pending claims is not a proper rejection.

Obviousness cannot be established by merely suggesting that it would have been obvious to one of ordinary skill in the art to modify Reader using the teachings of Underwood and/or Lundegren. More specifically, as is well established, obviousness cannot be established by combining the teachings of the cited art to produce the claimed invention, absent some teaching,

suggestion, or incentive supporting the combination. It is impermissible to use the claimed invention as an instruction manual or "template" to piece together the teachings of the prior art so that the claimed invention is rendered obvious. Specifically, one cannot use hindsight reconstruction to pick and choose among isolated disclosures in the prior art to deprecate the claimed invention. Further, it is impermissible to pick and choose from any one reference only so much of it as will support a given position, to the exclusion of other parts necessary to the full appreciation of what such reference fairly suggests to one of ordinary skill in the art.

As the Federal Circuit has recognized, obviousness is not established merely by combining references having different individual elements of pending claims. Ex parte Levengood, 28 U.S.P.Q.2d 1300 (Bd. Pat. App. & Inter. 1993). MPEP 2143.01. Rather, there must be some suggestion, outside of Applicant's disclosure, in the prior art to combine such references, and a reasonable expectation of success must be both found in the prior art, and not based on Applicant's disclosure. In re Vaeck, 20 U.S.P.Q.2d 1436 (Fed. Cir. 1991). In the present case, neither a suggestion or motivation to combine the prior art disclosures, nor any reasonable expectation of success has been shown.

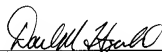
None of Reader, Underwood or Lundegren, considered alone or in combination, describe or suggest the claimed combination. Rather, the present Section 103 rejection is based on a combination of teachings selected from multiple references in an attempt to arrive at the claimed invention. Because there is no teaching, suggestion, or motivation for the combination of Reader, Underwood and/or Lundegren, the Section 103 rejection appears to be based on a hindsight reconstruction in which isolated disclosures have been picked and chosen in an attempt to deprecate the present invention. Of course, such a combination is impermissible, and for this reason alone, Applicant requests that the Section 103 rejection of Claims 1-11 and 13-15 be withdrawn.

For at least the reasons set forth above, Applicant respectfully requests that the rejection of Claims 1-11 and 13-15 be withdrawn.

Newly added Claim 16 depends from independent Claim 1, which is submitted in condition for allowance and is patentable over the cited art. For at least the reasons set forth above, Applicant respectfully submits that Claim 16 is also patentable over the cited art.

In view of the foregoing amendments and remarks, all the claims now active in the application are believed to be in condition for allowance. Reconsideration and favorable action is respectfully solicited.

Respectfully Submitted,



Daniel M. Fitzgerald
Registration No. 38,880
ARMSTRONG TEASDALE LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102-2740
(314) 621-5070